

**STANDARD STATE OF MARYLAND
PARKING LEASE GENERAL TERMS AND CONDITIONS
(FORM DGS-680-3D-1)
(Revised July 2013)**

1. Rent Invoices. Lessee will not automatically pay the rent; Lessor must send a bill for each monthly payment to each State Unit (hereinafter referred to as "Unit(s)") listed in this Parking Lease for the amounts set forth in this Parking Lease.
2. Rent Payments. Except as otherwise provided in this Lease, the Rent shall be payable by check or electronic wire in accordance State payment systems at the office of Lessor during normal business hours and shall be due and payable on the first day of the month.
3. Form and content of Invoices. All invoices shall be made out to Lessee and must contain the following information: state "Invoice" on the bill; reference the Board of Public Works item number and agenda date indicated at the end of this Parking Lease; indicate that the invoice is billing for "Rent"; state Lessor's Federal Employer Identification Number; and additional information as may be specifically required elsewhere in this Parking Lease. [SF 15-102]
4. Payments by the State. Payments to Lessor pursuant to this Parking Lease shall be made no later than 30 days after Lessee's receipt of a proper invoice from Lessor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited. [COMAR 21.07.01.18; SF 15-103, 104]
5. Interest on Late Payments. Except for rent or other expenses submitted for payment pursuant to this Parking Lease, the Lessor hereby agrees that, notwithstanding the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Title 15, Subtitle 1, interest on any payments due under this Parking Lease shall not be payable unless such payments remain unpaid for more than 45 days after receipt of a proper invoice and such payments shall accrue interest from the 31st day after receipt of a proper invoice. [SF 15-104]
6. Use of Spaces by Lessee. Lessee will allocate the use of the Parking Leased Premises to the Units identified in the Parking Lease Term Sheet.
7. Use of Spaces by Other Units. Use of a parking space included in the Parking Lease by a Unit of the State other than the Units designated in the Parking Lease shall not constitute an assignment or a subletting and may be done at the discretion of Lessee.
8. Assignment by Lessee. Lessee may assign any or all of the parking spaces included in the Parking Leased Premises upon written consent of Lessor, whose consent shall not be unreasonably withheld, conditioned or delayed.

9. Maintenance of Parking Leased Premises. Lessor shall maintain the Parking Leased Premises in reasonably good condition and provide for snow removal or plowing during the winter months.

10. Availability of Parking Leased Premises. Lessor guarantees that there will be made available for Lessee's use as provided in the Parking Lease, on the days and between the hours specified in the Parking Lease, the parking spaces described in the Parking Lease Term Sheet.

11. Lessor Liability for Damage. Lessor shall not be responsible for the loss of or damage to the vehicles or to articles of personal property left in vehicles using the Parking Leased Premises other than loss or damage caused by the negligence or intentional act or omission of Lessor, its employees or agents.

12. Vehicle Identification. Lessor will issue identification in a form to be agreed to by Lessor and Lessee, which may be in the form of an electronic mechanism, for controlling access to and departure from the Parking Leased Premises. Lessor shall assure that only authorized vehicles assigned by Lessee are parked in the Parking Leased Premises.

13. Payment of Taxes. Lessee exercises its right of not paying local taxes and Lessor (the owner of the property subject to this Parking Lease) agrees to claim this exemption with respect to parking spaces leased to Lessee.

14. Damage to Parking Leased Premises - Casualty. If the Parking Leased Premises or related structures are damaged by fire or other casualty (the "Casualty") during the Term, Lessor, at its expense, shall restore the Parking Leased Premises with reasonable promptness but in no event later than 60 calendar days after the date of the Casualty to substantially the same condition of the Parking Leased Premises immediately before such Casualty, and may temporarily enter and possess any or all of the Parking Leased Premises for such purpose. The times for commencement and completion of any such restoration shall be extended for a period not to exceed 60 calendar days if any delays are caused by an event or circumstance beyond Lessor's reasonable control. If such restoration is not accomplished within the 60 calendar day period and any extension period, Lessee may terminate this Parking Lease by giving Notice to Lessor within 30 days after the expiration of such period or extension. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the date of the Casualty.

15. Rent Abatement. As long as Lessee is prohibited from the use of any or all of the Parking Leased Premises on account of such Casualty, the Rent and any other obligations of the Lessee shall be abated in proportion to the usable area of the Parking Leased Premises that are rendered substantially unfit for use or occupancy by such Casualty, unless, in Lessee's sole judgment, such Casualty renders the undamaged part of the Parking Leased Premises materially unsuitable for use or occupancy by Lessee for the uses contemplated by this Parking Lease, in which event the Rent shall be abated entirely during such period of non-use or non-occupancy.

16. Destruction/Damage to the Building. Anything in this Section to the contrary notwithstanding, if it is determined by either party that the Parking Leased Premises or

associated improvements is so damaged by Casualty that either the Parking Leased Premises or (whether or not the Parking Leased Premises are damaged) the associated improvements is rendered substantially unfit for use or occupancy and the Lessor will be unable to restore the Parking Leased Premises or associated improvements within 90 days after such Casualty, then either party may elect to terminate this Parking Lease as of the date of the Casualty by giving Notice thereof to the other party within 30 days after such Casualty. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the Casualty.

17. Lessor's Responsibility for Repairs. All repairs to the Parking Leased Premises including repairs to all associated improvements, no matter how caused are to be made and paid for by the Lessor.

18. Lessee's Responsibility for Repairs. The Lessee shall only be responsible for the financial reimbursement to the Lessor of the actual costs for repairs made by the Lessor or its agent to the Parking Leased Premises caused by the gross negligence of the Lessee, its agents, employees or invitees. Lessor shall provide to the Lessee copies of the actual invoices for work caused by the gross negligence of the Lessee, its agents, employees or invitees. Notwithstanding anything to the contrary, Lessee's liability for the reimbursement of said costs shall be contingent upon Lessor obtaining written consent for reimbursement and approval of costs from Department of General Services Office of Real Estate (DGS) prior to the commencement of any work.

19. Failure to Repair. In the event the Lessor fails to a) replace promptly any broken item; b) make necessary repairs; or c) maintain the Parking Leased Premises and associated improvements as herein provided for, the Lessee is herewith empowered and authorized, but not obligated to, after written notice has been given the Lessor, to make all necessary repairs or perform the required maintenance, charging the Lessor for the making of such repairs or performing said maintenance and deducting the cost thereof from any subsequent payment or payments of Rent due under the terms of the Parking Lease or by such other legal process it might elect. In the event Lessor fails to repair or perform maintenance and Lessee elects not to repair or perform the maintenance, DGS, on behalf of the Lessee, shall have the right to withhold (abate) payment of Rent until such time as Lessor completes said repairs or maintenance in a manner satisfactory to DGS Office of Real Estate.

20. Expiration of Parking Lease Term. This Parking Lease shall cease and terminate at the end of the term, or any renewal term, without the necessity of any further notice from either Lessor or Lessee to terminate the same and the continued occupancy of the Parking Leased Premises by Lessee after the expiration of said term shall not operate to renew this Parking Lease for said term or any part thereof or render Lessee liable for double rent. Notwithstanding the foregoing the Lessee reserves the absolute right to extend for a period not to exceed six (6) months. In the event of an extension by the Lessee, the Lessee shall be and remain liable to the Lessor for rent for the Parking Leased Premises for the time the same are actually occupied by the Lessee, said rent to be at the monthly rate required of Lessee during the immediate preceding term prior to the beginning of the extension period; but nothing herein shall confer upon the Lessee any right to remain on the Parking Leased Premises beyond six (6) months after termination, except with the consent of the Lessor.

21. Termination for Default. If the Lessor fails to fulfill its obligation under this Parking Lease properly and on time, or otherwise violates any provision of the Parking Lease, the Lessee may terminate the Parking Lease by written notice to the Lessor. The notice shall specify the acts or omissions relied upon as cause for termination. The Lessee shall pay the Lessor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Lessor's breach. If the damages are more than the compensation payable to the Lessor, the Lessor will remain liable after termination and the Lessee can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the applicable provisions of COMAR 21.07.01.11B.

22. Cure Period. Unless another remedy or cure period is specifically provided elsewhere herein, the remedies in this provision shall apply. In the event that Lessor defaults in any obligation hereunder, Lessor shall have 10 business days from the date of receipt of the written notice to cure the same (provided, however, that such 10-business day period shall be extended as reasonably required if the cure requires in excess of 10 business days and Lessor is diligently pursuing the same). There shall be no cure period if, in the reasonable discretion of the Lessee, the default threatens the health, safety, or welfare of Lessee's employees, guest, and/or invitees. If Lessor fails to cure the default within the applicable specified period, Lessee may expend such sums as are necessary to cure the default and Lessor shall be liable to Lessee for same. Written notice to cure may be done by electronic mail.

23. Termination for Convenience. This Parking Lease may be terminated by Lessee in accordance with this clause, in whole, or from time to time in part, whenever Lessee shall determine that such termination is in the best interest of Lessee. Lessee will pay all reasonable costs associated with this Parking Lease that Lessor has incurred up to the date of termination and all reasonable costs associated with this Parking Lease termination of the Parking Lease. However, Lessor shall not be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the applicable provisions of COMAR 21.07.01.12A(2).

24. Multi-Year Parking Leases Contingent Upon Appropriations – Termination for Nonappropriation. Multi-year Parking Leases are contingent upon appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Parking Lease succeeding the first fiscal period, this Parking Lease shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either Lessee's rights or Lessor's rights under any termination clause in this Parking Lease. The effect of termination of the Parking Lease hereunder will be to discharge both Lessor and Lessee from future performance of the Parking Lease, but not from their rights and obligations existing at the time of termination. Lessor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Parking Lease. Lessee shall notify Lessor as soon as it has knowledge that funds may not be available for the continuation of

this Parking Lease for each succeeding fiscal period beyond the first. COMAR 21.07.01.10; SF 13-217 (d), (e)]

25. Condition Upon Termination. Lessee will, at the expiration or sooner termination of the Term, deliver up the Demised Premises in the same condition they were in at the beginning of the tenancy, reasonable wear and tear, and such damage as cannot be attributed to the carelessness or neglect of the Lessee, its employees, agents or invitees excepted.

26. Suspension of Performance. The Procurement Officer unilaterally may order Lessor in writing to suspend, delay or interrupt all or any part of the performance required by this Parking Lease for such period of time as the Procurement Officer may determine to be appropriate for the convenience of Lessee.

27. Waiver of Rights. The waiver at any time by Lessor or Lessee of any covenant or condition of the Parking Lease shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other covenants, conditions, or rights.

28. Accessibility and Safety. Lessor guarantees that the Parking Leased Premises comply in all respects with:

- A. The Americans with Disabilities Act of 1990 (42 United States Code, §§ 12101 et seq.); and
- B. The Occupational Safety and Health Standards of the State and the United States, including but not limited to standards relating to the presence of friable asbestos and other hazardous materials or chemicals.

29. Time is of the Essence. Time is of the essence and occupancy on the date specified in this Parking Lease is the essence of this Parking Lease to Lessee. If, due to its own fault or negligence, Lessor does not have the Parking Leased Premises available for use by Lessee on the date specified in this Agreement, Lessor agrees to pay damages to Lessee in an amount equal to the Rent for the Parking Leased Premises during the period that the Demised Premises are unavailable to the Lessee, and in addition the Rent due from Lessee and any other obligations to be performed by Lessee shall be abated until occupancy.

30. Delays. Lessor agrees to prosecute performance of this Parking Lease continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the performance specified in this Parking Lease.

31. Extensions of Time Due to Delays. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of Lessor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Lessor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes,

freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Lessor or the subcontractors or suppliers.

32. Nonhiring of State Officials and Employees. No official or employee of the State of Maryland, as defined under State Government Article § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Parking Lease, shall during the pendency and term of this Parking Lease and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this Parking Lease.

33. Maryland Law Prevails. The provisions of this Parking Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder.

34. Nondiscrimination. Lessor agrees:

- A. Not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability;
- B. To include a provision similar to that contained in subsection A, above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and
- C. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
[COMAR 21.07.01.08; SF 13-219]

35. Preexisting Regulations. In accordance with the provisions of § 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the applicable regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Parking Lease are applicable to this Parking Lease. [COMAR 21.07.01.17; SF 13-218(c); SF 11-206]

36. Compliance with State Recycling Plan. The Lessor understands that the Parking Lease is subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessor shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials. Lessor warrants that it has sufficient recyclable materials collection and/or transfer room(s), facility(ies), and/or equipment ("Lessor's Recycling Facilities") to ensure Lessee's compliance with Section 9-1706 And proper recycling of collected recyclable materials.

37. Retention of Records. Lessor shall retain and maintain all records and documents relating to this Parking Lease for three years after final payment by Lessee hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit

by authorized representatives of the State of Maryland, including the Procurement Officer or designee, at all reasonable times.

38. Lessor Representations and Warranties. Lessor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Parking Lease.
- C. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Parking Lease; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Parking Lease.

39. Commercial Nondiscrimination.

- A. As a condition of entering into this Agreement, Lessor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Lessor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Lessor retaliate against any person for reporting instances of such discrimination. Lessor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Lessor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Lessor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Lessor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Lessor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Lessor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Lessor on each subcontract or supply contract.

Lessor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Lessor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions. [COMAR 21.07.01.26 (B)]

40. Complete Agreement. This Parking Lease contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Parking Lease.

41. Amendment. This Parking Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Parking Lease is signed and executed.

42. Incorporated Affidavits. This Parking Lease contains additional provisions set forth on the following Attachments which are incorporated into and made a part of this Parking Lease:

A. Attachment A – Lessor's executed Contract Affidavit.

43. Quiet Enjoyment. The Lessor covenants that it has full right, power and authority to enter into the Parking Lease and Lessor agrees to permit the Lessee quiet enjoyment of possession of the premises for the use stated herein during the Term and any extension herein of the Parking Lease, or for so long as Lessee shall not be in default hereunder, without hindrance, ejection or molestation by any person lawfully claiming by, through or under the Lessor.

44. Attornment. If any proceedings are commenced for the foreclosure of any mortgage or deed of trust encumbering the Building, Land or the Property of which the Parking Leased Premises are a part, or if Lessor sells, assigns or conveys all or a portion of the Property, Lessee may consider but shall not be obligated to attorn to the purchaser. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the attornment of its rights and interests.

45. Subordination. Upon the request of the Lessor, the Lessee may consider but shall not be obligated to subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, in force against the Land, Building, or Property at the time of the request of which the Parking Leased Premises are a part. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the subordination of its rights and interests.

46. Estoppel Certificates. Lessee agrees at any time and from time to time in a format approved by the State, upon not less than fifteen (15) days prior notice by Lessor to execute, acknowledge and deliver to Lessor a statement in writing representing, among other matters, that this Parking Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid in advance, if any, and stating whether or not, to the

best knowledge of the signer of such a statement, Lessor is in default in performance of any covenant, agreement or condition contained in this Parking Lease and, if so, specify each such default of which the signer may have knowledge, it being intended that any such statement delivered hereunder may be relied upon by any third party not a party to this Parking Lease. The foregoing notwithstanding, Lessee shall not be estopped from asserting its rights and remedies regarding any default existing on or before the date hereof which Lessee did not have actual knowledge on the date of execution thereof.

47. Execution and Effectiveness. This Parking Lease shall only be effective and binding upon the State with full execution by the parties and approval by the Maryland Board of Public Works. Lessor has no right to institute any action or proceedings to compel the State to present this Parking Lease to the Board of Public Works or to compel the Board of Public Works to approve this Parking Lease. In the event this Parking Lease is not fully executed or approved by the State, Lessor's only remedy shall be to declare this Parking Lease null and void.

48. Conflict. In the event of any conflict between this Standard Parking Lease Form DGS-680-3D and any other document attached hereto, incorporated by reference, or otherwise made part of this Parking Lease, the provisions of this Standard Parking Lease Form DGS-680-3D shall prevail.

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